

FEB 13 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
James Martin et al.

Serial No.: 10/530,695

I.A. Filed: 10/13/2003

For: MARINE SEISMIC SURVEYING

Examiner: Unknown

Group Art Unit:

Att'y Docket: 2088.001400/MWS
(14.0223-PCT-US)Response to Notice of Missing Requirements

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF FACSIMILE TRANSMISSION
37 C.F.R. 1.8

I hereby certify that this Reply is being transmitted to the Commissioner of Patents and Trademarks by facsimile transmission to 571-273-8300 on the Date stated below.

caliz lacoe
DateTode
Signature

Sir:

This is a response to a Notice of Missing Requirements dated December 13, 2005. The declaration from three (3) of the four inventors are attached.

A petition under 37 CFR 47(b), Inventor unavailable or refuse to sign declaration, is also attached, together with supporting documents and a statement for such petition.

A preliminary amendment was filed on February 1, 2006. Please compute the filing fee for this application based on the claims after the entrance of the preliminary amendment.

Serial No. 10/671,100

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Petition under 37 CFR 47

On behalf of WesternGeco LLC, the assignee of the present patent application, I, Jeffrey Griffin petition the Commissioner for Patents to accept the declarations by joined inventors on their own behalf and on behalf of the inventor who "cannot be found or reached after diligent effort" or who refuses to "join in an application."

1. An oath or declaration signed by all the available joint inventors with the signature block of the nonsigning inventor(s) left blank may be treated as having been signed by all the available joint inventors on behalf of the nonsigning inventor(s), unless otherwise indicated. MPEP 409.03 (a).

2. The inventor, Mr. Kyrre Tjoems, as part of his employment agreement, has assigned all inventions made during his employment to his employer, WesternGeco AS. WesternGeco AS assigns its patent rights in US to WesternGeco LLC. A copy of a portion of his employment agreement, the Patent and Confidential Information Agreement (more specifically, Section 6) is attached.

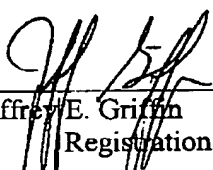
3. In a separate case, Mr. Tjoems has refused to sign a declaration, unless WesternGeco meets his demands, including a demand of consideration in addition to the agreed salary pursuant to the Patent and Confidential Information Agreement. See a request letter sent by WesternGeco on October 25, 2005 and a response letter from Mr. Tjoems attorney on October 28 with partial translation. Mr. Tjoem has not signed the declaration in that patent application.

4. As stated in Ms. Rebecca Tanis' supporting statement, Mr. Tjoem has failed to respond to several requests for signing the declaration for the present patent application since December 20, 2005.

5. Irreparable damage, including lost of patent right, may occur if the petition, and consequently the filing date, is granted.

Respectfully submitted,

Date: 02/13/2006



Jeffrey E. Griffin
Registration No. 36,534

WesternGeco L.L.C.
Intellectual Property Department
P.O. Box 2469
Houston, TX 77252-2469

Phone: 713-689-2625
Fax: 713-689-5777

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Statement supporting from Rebecca Tanis
in support the Petition under 37 CFR 47

I, Rebecca Tanis, states on February 13, 2006:

1. I sent a request for signatures on December 20, 2005 for an inventor Declaration for a patent application to all inventors, docket No. 14.0223PCT-US. One of the inventors is Mr. Kyrre Tjoems. The email account was his personal email account, which was used as recently as in November 2005.

2. In response to the request, I have received signed declarations from three other inventors of this patent application. I have not received any response from Mr. Kyrre Tjoems.

3. I sent another request together with the patent application via Federal Express with prepaid return envelop on February 1, 2006. According to Federal Express, the request was delivered on February 6, 2006. I have not received any response.


Rebecca Tanis,
IP Administrator
WesternGeco L.L.C.
Intellectual Property Department
P.O. Box 2469
Houston, TX 77252-2469

Phone: 713-689-2747
Fax: 713-689-5777

Tekna – Teknisk-naturvitenskapelig forening



WesternGeco AS
Postboks 234
1372 ASKER

Malin Kjennerud

Vår ref: ARH Oslo, 28. oktober 2005

Det vises til Deres brev til oss av 25.10.05, mottatt i dag.

Vi har, etter det vi leser ut av Deres brev, mottatt etterlyst regelverk knyttet til overdragelseserklæringen.

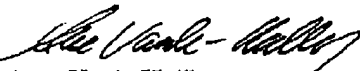
Vi savner imidlertid Deres uttrykkelige erklæringer om de forpliktelser De har overfor Tjøm ihht hans tidligere arbeidsavtale og lov av preseptorisk art i arbeidstakers favør, knyttet til den aktuelle rettighetsoverføring. I påvente av slik erklæring er vår klients holdning at hans signaturer fortsatt beror på Deres medvirkning. Tjøm er fortsatt rede til å signere på de tidligere angitte vilkår.

Det presiseres for ordens skyld at Tjøm ikke setter som noe vilkår at han i sammenheng med den aktuelle signeringen skal tilkjennes et konkret vederlag, kun at De anerkjenner hans rett basert på arbeidstakeroppsynsloven § 7, supplert med hans tidligere arbeidsavtale.

Det er på denne basis fullstendig grunnløst å hevde, slik De gjør i Deres brev, at fortsatt unnlatelse av signering fra Tjøms side vil bli ansett som en nektelse av å etterkomme de plikter han har etter sitt tidligere arbeidsforhold. Av samme hensyn kan vi heller ikke se noe grunnlag for å holde Tjøm ansvarlig for følger av eventuell videre forsinkelse.

De er velkommen til å kontakte meg pr telefon eller i et mulig møte om saken dersom De skulle ha behov for nærmere avklaringer.

Med hilsen
Tekna - Teknisk-naturvitenskapelig forening
Juridisk kontor


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Advokat MNA

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Solbråveien 23
P.O. Box 234
1372 ASKER

October 25, 2005

Dear Mr. Hallberg,

With reference to your email dated 30th of September 2005 please find enclosed the requested US Codes referred to in the Declaration and Power of Attorney for Patent Application. You will find more information on Manual of Patent Examining Procedure at: <http://www.uspto.gov/web/offices/pac/mpep/mpep.htm>. Look at section 600 et seq. to find information on declarations. Appendices L and R have the relevant laws together with http://www.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00001001---000-.html.

Please sign and return the Assignment and Declaration and Power of Attorney for Patent Application in accordance with obligations set out in the Patent and Confidential Information Agreement signed by Kyrre Tjøm April 24, 2000. Paragraph 6 of this agreement is clear in stating that Tjøm shall sign all paperwork necessary to process the patent application. The delay of Tjøm's signature has already caused harm to WesternGeco by reducing the term of the patent and increasing costs to obtain the patent. We will take his failure to return the signed documents by November 3, 2005 as a refusal to sign. This may result in a loss of the patent application

Sincerely,

A handwritten signature in cursive script, appearing to read "Malin Kjennerud".

Malin Kjennerud
Attorney
WesternGeco

Schlumberger

APPENDIX A

PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is entered into by and between the company of Geco-Prakla management group of companies that is the legal Employer of Employee, acting on behalf of itself and its Affiliates (hereinafter collectively referred to as "Company"), and Kyrre J. Tjøm herein referred to as "Employee"), and shall become effective as of the date Employee is employed by Company.

In consideration of the employment or continued employment of Employee by Company and payment of a salary, wage or other remuneration, the parties agree as follows:

1. Employee will not remove from Company's facilities, except as required to perform work for Company, any materials that contain trade secrets or confidential information belonging to Company, including but not limited to invention records, computer software, formulas, processes, programs, methods of operations, customer information, logs, data, equipment, drawings, notes, manuals, or other materials. Employee agrees to return all such materials to Company immediately upon request and in any event upon termination of employment.
2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment, save for information which are or should come in the public domain through no fault of Employee or by breach of this agreement on the part of the Employee
3. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following time of actual resignation of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of conducting seismic research or engineering, seismic data acquisition operations, seismic data processing or interpretation, or seismic equipment manufacturing, in any of the geographic areas where Company provides services or has a physical location.
In the event that any restriction contained herein shall be found voidable by a court such restriction shall be modified to reduce the restrictions as to time and/or area so as to make said modified restrictions enforceable.
4. Company has attempted to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. However, Employee may subsequently find that such limitations have become a serious handicap in securing further employment. If such case arises, Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 3 above, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his existing base salary, for the one year period referred to in Paragraph 3 above. During such period, at Company's option, Employee may or may not be required to report to work.

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APPENDIX A

5. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings, and improvements that he or she solely or jointly conceives or makes during the course of his or her employment with Company and that relate in any way to Company's business or field of activities.

6. Employee agrees to grant and hereby does grant and assign to Company or its nominee his or her entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 5 above, together with any and all world-wide patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. At Company's request (and without further compensation beyond Employee's normal salary or wage), Employee agrees to (a) assist Company in preparing and prosecuting all applications for such patents and copyrights; (b) execute any and all instruments necessary to make, file and prosecute such applications; and (c) execute any and all instruments necessary to transfer title in any such applications to Company or its nominee.

Within limitations established by applicable law from time to time the Employee shall grant all rights and render all services described herein without further compensation apart from the agreed salary.

7. Employee will not disclose to Company, nor use in his or her work for Company, any confidential information of a third party that Employee is obligated to keep confidential.

8. This Agreement shall inure to the benefit of the successors and assigns of Company and be binding upon them and upon the heirs and legal representatives of Employee. Company's rights under this Agreement shall be fully assignable by Company to an Affiliate.

9. This Agreement shall supersede the terms of any prior agreement between Employee and Company and may be modified or amended only in writing, signed by an authorised representative of Company and by Employee.

"Affiliate" as used herein, means any corporation, now or in the future, directly or indirectly controlling, controlled, or under common control with Company, where "control" in relating to any corporation means the ownership, direct or indirect, of 50% or more of voting rights or securities.

COMPANY:

EMPLOYEE:

BY: Oluf Simonsen
Oluf Simonsen
Personnel Manager

BY: Kyrre J. Tjøm
Kyrre J. Tjøm

Date: 6/4/00

Date: 24/04/00

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